

Financial Services Addendum for Wiz Service Providers

This Financial Services Addendum ("**Finserv Addendum**") is entered into and forms part of the agreement between Wiz and Service Provider for the provision of Services (the "**Agreement**") between Wiz, Inc. and its Affiliates ("**Wiz**") and the entity referenced in the Agreement as Service Provider or similar designation ("**Service Provider**") (each, a "**Party**" and collectively, the "**Parties**").

WHEREAS, Service Provider shall provide the services set forth in the Agreement (collectively, the "**Services**") and in the applicable order or other contractual document to Wiz; and

WHEREAS, the Parties wish to supplement the Agreement to address compliance with applicable financial services requirements such as the Digital Operational Resilience Act (Regulation (EU) 2022/2554) ("**DORA**");

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1. **Interpretation.** The headings contained in this Finserv Addendum are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Finserv Addendum. References to clauses or sections are references to the clauses or sections of this Finserv Addendum unless otherwise stated. Words used in the singular include the plural and vice versa, as the context may require. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

2. Definitions

- a. "**BCDR Plans**" means formal, comprehensive business continuity and disaster recovery plans to enable timely, orderly, and sustainable recovery of business, support processes, operations and technology elements associated with the Services provided to Wiz in accordance with industry best practices
- b. "**Certifications**" means annual certification programs including, at the minimum a SOC 2 Type 2 certification or other equivalent certification if agreed by Wiz in writing.
- c. "**Incident**" means an unplanned single event or a series of linked events that compromises the security of the network and information systems, and have an adverse impact on the availability, authenticity, integrity or confidentiality of Wiz Information, or on the services provided by Wiz to its financial services customers.
- d. "**Personnel**" means all employees, subcontractors, consultants and/or service providers.
- e. "**Subcontractors**" means entities performing functions which are material or critical to Service Provider's performance of the Services. For avoidance of doubt, Sub-processors as defined in the DPA may qualify as Subcontractors.

f. **"Wiz Information"** means collectively, (a) all information and data that is provided by Wiz or Wiz's Personnel to Service Provider (including through the Services or accessed or processed by Service Provider on behalf of Wiz, including any Personal Data; (b) all information and data relating to Wiz (and its affiliates, subsidiaries, customers, partners, employees, suppliers) or otherwise acquired by Service Provider for Wiz or its affiliates, subsidiaries, customers, partners, employees, suppliers, as a result of the Agreement, the Services, or the Parties' performance under or in connection with the Agreement; (c) all Wiz Confidential Information (as defined in the Agreement) and (d) all modifications, derivatives and/or output of the data specified in (a), (b) and (c).

g. **"Wiz Minimum Security and Data Protection Requirements"** means the requirements set forth in <https://legal.wiz.io/legal#vendor-security-requirements>, which Wiz may update from time to time.

3. **Services.** Service Provider has ensured that the Agreement contains a clear and complete description of all of the Services. Subcontracting is permitted pursuant to Section 4 of this Finserv Addendum.

4. **Locations of Services and Processing of Wiz Information.** Unless otherwise agreed by the Parties, Service Provider and its Personnel shall only provide the Services and Process Wiz Information from regions or countries approved by Wiz in writing.

5. **Subcontracting.**

a. As of the date of execution of this Finserv Addendum, Wiz hereby authorizes Service Provider to engage those Subcontractors approved by Wiz in writing.

b. Service Provider shall specifically inform Wiz in writing at least thirty (30) days in advance of any intended changes to the list of Authorized Subcontractors, including the addition, replacement, or change in location of the Subcontractors services or Processing of Wiz Information, by emailing privacy@wiz.io, thereby giving Wiz sufficient time to be able to object to such changes prior to the engagement of the Subcontractor(s). Service Provider shall provide Wiz with details of the change to enable Wiz to exercise its right to object. In the event Wiz reasonably objects to a Subcontractor at any time, Service Provider will use reasonable efforts to make available to Wiz an alteration of the Services to avoid performance of the Subcontractor's services or Processing of Wiz Information by the objected-to Subcontractor without unreasonably burdening Wiz. If Service Provider is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Wiz may terminate the Agreement and this Finserv Addendum by providing written notice to Service Provider.

c. Service Provider will carry out adequate due diligence on each Subcontractor to ensure that it is capable of providing the level of protection for Wiz Information as is required by the Agreement and this Finserv Addendum, including without limitation the Wiz Minimum Security and Data Protection Requirements.

- d. The contract between Service Provider and each Subcontractor will contain terms at least as protective of Wiz Information as the Agreement and this Finserv Addendum, and will include and specify requirements for Service Provider to continuously monitor the services of each Subcontractor to ensure compliance with the Subcontractor's obligations under the agreement between Service Provider and the Subcontractor. Service Provider will ensure that each Subcontractor will provide its services and Process Wiz Information only from the locations approved by Wiz in writing. Upon request, Service Provider shall provide Wiz: (i) a copy of its agreements with its Subcontractors or (ii) any other information about Service Provider's Subcontractor due diligence that Wiz reasonably requests, provided in all cases that any confidential information may be redacted.
 - e. Service Provider will remain fully liable to Wiz for any failure by each Subcontractor to fulfill its obligations in relation to providing its respective services and Processing Wiz Information.
- 6. **Minimum Protections.** Service Provider shall protect the availability, authenticity, integrity, and confidentiality of Wiz Information, including Personal Data, in accordance with the minimum protections set forth in the Wiz Minimum Security and Data Protection Requirements.
- 7. **Access, Recovery, and Return of Wiz Information.** Service Provider shall ensure that Wiz is able to access, recover, and return Wiz Information in an easily accessible manner and industry-standard format in the event of Service Provider's insolvency, resolution, or discontinuation of Service Provider's business operations, or in the event of termination of the Agreement or any portion thereof. Upon Wiz's request, Service Provider shall provide Wiz reasonable assistance in access, recovery, or return of Wiz Information in compliance with this Section 7.
- 8. **Service Levels.** The Agreement contains full service level descriptions, including quantitative and qualitative performance targets, that apply to every aspect of the Services. Any updates or revisions to such service level agreements will be set forth in an Amendment to the Agreement. Where the Agreement does not contain the foregoing, the parties will work in good faith to add this detail to the Agreement upon Wiz's request. Where agreed service level agreements are not met, Service Provider will without undue delay: (i) notify Wiz of the failure to meet service level agreements and the reason for such failure, to the extent known, and provide any other information reasonably requested by Wiz; and (ii) take appropriate corrective actions (or allow Wiz to take appropriate corrective actions, as the case may be) to bring service levels back into compliance with service level agreements. If a force majeure event occurs, Service Provider will use commercially reasonable efforts to ensure compliance with any service level agreements and continuity of the Services.
- 9. **Notifications.**
 - a. Service Provider will notify Wiz without undue delay and in any event within (48) hours of any development that, in Service Provider's reasonable opinion, might have a material impact on Service Provider's ability to effectively provide the Services in line with agreed service levels.
 - b. Service Provider will notify Wiz of Incidents without undue delay and in any event within forty-eight (48) hours of becoming aware of the Incident. Service Provider will provide assistance

to Wiz or, at Wiz's request, directly to Wiz customers when an Incident occurs.

- c. Notifications made pursuant to this Section 9 shall be made to legalnotices@wiz.io and security@wiz.io and shall include, as a minimum: (i) the details of a contact point where more information can be obtained, (ii) a description of the nature or cause of the occurrence, (iii) its likely consequences, (iv) the measures that Service Provider has taken or will take to address the occurrence including, where appropriate, measures to mitigate possible adverse effects; and (v) where appropriate, measures that Service Provider recommends that Wiz or its customers should take to mitigate possible adverse effects.
- d. Service Provider shall take action immediately, at its own expense, to investigate the occurrences set forth in Section 9(a) or 9(b) (collectively, "**Occurrences**") and take reasonable steps to identify, prevent and mitigate the effect of any Occurrences and shall keep Wiz updated in regular intervals. Service Provider shall fully cooperate with Wiz to provide all information and evidence required by Wiz including logs. Notwithstanding anything to the contrary in the Agreement and without prejudice to Wiz's other remedies, following any Occurrence, Wiz may, in its sole discretion, immediately terminate the Agreement upon written notice to Service Provider and Service Provider shall promptly refund Wiz any prepaid but unused fees for the remaining Term.
- e. Service Provider shall bear all costs associated with the response to and remediation of an Occurrence and shall reimburse Wiz for all reasonable costs and damages resulting from such Occurrence including investigation and forensic costs, reasonable attorneys fees, notification costs, costs of any remedial measures required to be provided by Wiz under applicable laws, such as credit monitoring services and any fines, penalties or third party claims against Wiz arising from an Occurrence.
- f. Service Provider shall not inform any third party of any Occurrence without first obtaining Wiz's prior written consent unless notification is required by Applicable Laws to which Service Provider is subject. In such case Service Provider shall, to the extent permitted by such law, inform Wiz of that legal requirement, provide a copy of the proposed notification, and consider any comments made by Wiz prior to publishing such notification.

10. **Cooperation.** Service Provider will fully cooperate with competent authorities and resolution authorities of Wiz's financial services customers, including persons appointed by them, upon Wiz's request.

11. **Termination.** In addition to the termination rights set forth in the Agreement, Wiz may immediately terminate the Agreement or any portion thereof in the following scenarios:

- a. Service Provider's breach of applicable laws, regulations, or this Amendment;
- b. Circumstances identified throughout Wiz's monitoring of Service Provider that Wiz reasonably deems capable of altering Service Provider's performance of the Services or functions provided through the contractual arrangement between Wiz and Service Provider, including material changes that affect the arrangement or situation of Service Provider;

- c. Evidenced weaknesses pertaining to Service Provider's overall risk management and in particular in the manner that Service Provider ensures the availability, authenticity, integrity, and confidentiality of Wiz Information; and
- d. Where a Wiz customer's competent authority can no longer effectively supervise such customer as a result of the conditions of, or circumstances related to, the contract between Wiz and Service Provider.

12. **Training.** Service Provider shall require its Personnel to complete security awareness and digital operational resilience training on at least an annual basis. Such training will contain a high level of complexity commensurate to the functions of each Personnel. Upon Wiz's request, Service Provider will certify to Wiz that such training has been completed in the last twelve (12) months and provide Wiz with a copy of the most recent training materials (which may be redacted to omit any proprietary or confidential information of Service Provider or other parties). Where a Wiz financial services customer requires that Wiz participate in that customer's own security awareness and/or digital operational resilience training and Wiz or the Wiz customer deems it necessary for Service Provider's Personnel to participate as well, Service Provider will require its Personnel to participate in such training.

13. **Business Continuity.**

- a. Service Provider must have BCDR Plans. Service Providers' BCDR Plans shall have a defined Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of no more than 48 hours for all processes utilized to support the Services or functions being performed by Service Provider. Service Provider's BCDR Plans must (i) identify key resources and address business interruptions of those resources supporting all Services, including those provided by Service Provider's Personnel; (ii) have recovery strategies in place to adequately address the following disruption scenarios to meet the service levels (as defined in the Agreement): (a) loss of staff, (b) loss of site (c) loss of application (where applicable) and (d) loss of Supplier's Personnel; and (iii) be tested at least annually. Service Provider's BCDR Plans shall include a formal disaster recovery plan and technical capability to limit service interruption and recover from a destructive cyber event where both the primary (production) and secondary (disaster recovery) systems or data have been compromised or destroyed, including but not limited to how to redeploy an application and restore associated data following a loss (including from cloud service providers and Personnel) and employment of a backup policy in order to meet full application recoverability. Within 48 hours, the Service Provider shall notify Wiz of an incident impacting the availability or provision Services being performed by Service Provider and keep Wiz notified of all outcomes and remediations of such incident. Failure by the Supplier to reinstate the Services in accordance with the RTO requirements set forth above shall entitle Wiz to terminate the Agreement and any applicable Order for cause, without incurring any liability, obligation, or penalty, in addition to any other rights and remedies available under this Agreement or applicable law.
- b. Prior to the effective date, Service Provider shall provide Wiz with a copy of its current BCDR Plans, revision history, and the most recent reports or summaries regarding past testing of

the BCDR Plans. Service Provider's BCDR Plans must be updated, reviewed and approved at least annually or as material changes occur within Service Provider's operating environment. Upon request, but no more than annually, the Supplier shall provide Wiz with a copy of the BCDR Plans. Any future updates or revisions to the BCDR Plans will be no less protective than the BCDR Plans in effect as of the Effective Term Date. Following Service Provider's testing of the BCDR Plans any deficiencies and/or failures should be addressed in a timely manner. All testing of Service Provider's BCDR Plans shall: (i) be conducted in conditions comparable to production; and (ii) demonstrate recovery within the established RTO. Test failures must be retested, and upon request, the Service Provider shall provide Wiz with copies of all reports and summaries resulting from the most recent testing of the BCDR Plans.

14. **Penetration Testing.** Service Provider shall conduct, or cause to be conducted, periodic penetration testing with respect to software, computing devices and networks used to provide the Services or otherwise Process Wiz Information. Such testing shall be conducted at least annually by an independent, industry-recognized and appropriately certified third party engaged by Service Provider. Upon request by Wiz, Service Provider shall provide to Wiz with the results of such penetration testing, and Service Provider will allow Wiz to share these results with Wiz customers where Wiz deems reasonably necessary. Where Wiz shares such results with its customers, it will use reasonable efforts to seek confidential treatment of such information. Service Provider will promptly remediate any vulnerabilities identified by penetration testing and any other security vulnerabilities of which Service Provider becomes aware. In addition to the foregoing, following Wiz's request, Service Provider shall allow Wiz, a Wiz customer, or its designee to perform penetration testing of Service Provider's software, computing devices and networks. Any critical vulnerabilities identified through intelligence gathering, vulnerability scans, or penetration testing must be prioritized and remediated within a well-defined timeframe commensurate with the vulnerability risk.

15. **Audit.**

- a. Service Provider shall maintain throughout the Term applicable Certifications. Service Provider shall provide proof of such Certifications to Wiz for Wiz's approval upon Wiz's request. Service Provider shall require auditors to conduct an examination of its compliance with the applicable Certification at least annually and upon any material change in Service Provider's Services or Service Provider's business, technology, or security practices. Following Wiz's request, Service Provider shall promptly deliver to Wiz a copy of the reports of such examinations. Service Provider shall prepare and implement a corrective action plan to remediate any findings in such reports. Wiz shall have the right to provide a copy of such reports and related information to their external auditors advisors and customers (subject to confidentiality obligations no less restrictive than those herein) and to any applicable regulators, but where permitted will use reasonable efforts to seek confidential treatment of such reports in any submission to regulators.
- b. Service Provider shall promptly respond to requests from Wiz to complete security, privacy, and compliance questionnaires. Service Provider represents and warrants that all responses

provided are accurate and complete. Such responses shall be deemed incorporated by reference in this Finserv Addendum. Service Provider agrees to promptly notify Wiz of any material changes to its responses during the Term of the Agreement.

- c. Wiz reserves the right to perform information security assurance audits on Service Provider. The audit will allow Wiz unrestricted rights of access, inspection, and audit and may be on-site at Service Provider's facility, remotely, via questionnaire, or through a third party (including a third party auditor, competent authority, or regulator of a Wiz customer). Except in the event of a regulatory audit or following a Security Incident, Wiz will provide Service Provider with a minimum of 30 days' notice prior to any onsite audits and such audits shall be carried out during Service Provider's regular business hours. Service Provider will respond to all questionnaires and resulting recommendations within a reasonable time period requested by Wiz. Service Provider agrees to discuss any findings of such audits with Wiz, and to provide related evidence of capabilities, remediation, and compliance activities. Service Provider will allow Wiz to share the audit results and related documentation and information with Wiz customers. In doing so, Wiz will use reasonable efforts to seek confidential treatment of such results, documentation and information. To the extent such audit reveals any breach of the requirements of this Agreement by Service Provider or Wiz otherwise determines that Service Provider is in breach of its obligations hereunder, Wiz shall have the right to terminate the Agreement.

- 16. **Exit.** Upon Wiz's request, Service Provider will allow Wiz to extend the Services past termination or expiration for a reasonable period of time as agreed by the Parties. Such extension will be set forth in an Order or other document and will be subject to appropriate fees as the Parties may agree in the Order. During the extension period, Service Provider will perform the Services in accordance with the Agreement. Service Provider will provide Wiz with reasonable cooperation, upon Wiz's request, where Wiz wishes to migrate to another service provider or change to an in-house solution, consistent with the complexity of the Services.
- 17. **Inability to Comply.** If Service Provider is unable to comply with this Finserv Addendum, Service Provider shall immediately notify Wiz. In such event, Wiz shall have the right to terminate this Finserv Addendum and the Agreement (or, at Wiz's options, affected statements of work, order forms, and like documents thereunder) and receive a prompt pro-rata refund of any prepaid amounts thereunder.
- 18. **Costs of Compliance.** Each Party will bear its own costs and expenses in order to ensure compliance with this Finserv Addendum. Wiz and/or Wiz Affiliates shall not be obliged to pay any costs or expenses for Service Provider's and/or Service Provider's Affiliates' compliance with this Finserv Addendum.
- 19. **Changes.** In the event that changes to this Finserv Addendum are required to comply with applicable law or a regulatory request, the Parties shall co-operate to implement such changes to ensure that this Finserv Addendum complies with such requirements and Service Provider shall procure that where necessary the terms in each contract between Service Provider or any Service Provider Affiliate and each Subcontractor are amended to incorporate such variations.

20. **Indemnification.** Notwithstanding anything to the contrary, in the Agreement or any agreement between the Parties, Service Provider shall indemnify, defend and hold harmless Wiz and each Wiz Affiliate against all losses, damages, or liabilities arising from any claim of any kind by a third party (including a competent authority with jurisdiction over Wiz customers) related to Wiz Information, or arising from or related to any breach of this Finserv Addendum and/or Applicable Law by Service Provider, Service Provider's Affiliates' and/or their Subcontractors and/or an Incident.
21. **Limitation of Liability.** Notwithstanding anything to the contrary in the Agreement or any agreement between the Parties, Service Provider's and Service Provider's Affiliates' liability related to Wiz Information, or for any breach of this Finserv Addendum, violation of Applicable Law and/or Incident shall be unlimited.
22. **Miscellaneous.** The governing law and choice of forum provision in the Agreement shall apply to this Finserv Addendum. In the event of any conflict between the provisions of this Finserv Addendum and the provisions of the Agreement, the provisions of this Finserv Addendum shall prevail over the conflicting provisions of the Agreement with respect to the subject matter hereof. Should any provision of this Finserv Addendum be invalid or unenforceable, then the remainder of this Finserv Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.